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UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

**Jeremy Frey,**

Plaintiff,

v.

**Majors Law Group, P.C.,** an Arizona  
Professional Corporation, and **Dominic**  
**Majors and Jane Doe Majors,** a married  
couple,  
Defendant.

No. \_\_\_\_\_

**VERIFIED COMPLAINT**

Plaintiff, Jeremy Frey (“Plaintiff”), sues Defendants, Majors Law Group, P.C. and  
Dominic Majors and Jane Doe Majors (collectively, “Defendants”), and alleges as  
follows:

**PRELIMINARY STATEMENT**

1. This is an action for unpaid wages, liquidated damages, attorneys’ fees,  
costs, and interest under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, et  
seq.; the Arizona Minimum Wage Act (“AMWA”), Arizona Revised Statutes (“A.R.S.”)  
23-362, et seq.; and the Arizona Wage Act (“AWA”), A.R.S. Title 23, Chapter 8.

1           2.       The FLSA was enacted “to protect all covered workers from substandard  
2 wages and oppressive working hours.” Barrentine v. Ark Best Freight Sys. Inc., 450 U.S.  
3 728, 739 (1981). Under the FLSA, employers must pay all non-exempt employees a  
4 minimum wage of pay for all time spent working during their regular 40-hour  
5 workweeks. See 29 U.S.C. § 206(a).  
6

7           3.       The AMWA, A.R.S § 23-363, et seq., establishes a minimum wage within  
8 the State of Arizona.

9           4.       The AWA, A.R.S § 23-350, et seq., establishes the law regarding the  
10 payment of wages within the State of Arizona.  
11

### 12                                   **JURISDICTION AND VENUE**

13           5.       This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and  
14 29 U.S.C. § 201, *et seq.* because this civil action arises under the Constitution and law of  
15 the United States. This Court also has subject matter jurisdiction pursuant 28 U.S.C. §  
16 1367 because the state law claims asserted herein are so related to claims in this action  
17 over which this Court has subject matter jurisdiction that they form part of the same case  
18 or controversy under Article III of the United States Constitution.  
19

20           6.       Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(ii) because  
21 acts giving rise to the claims of Plaintiff occurred within the District of Arizona, and  
22 Defendants regularly conduct business in and have engaged in the wrongful conduct  
23 alleged herein – and, thus, are subject to personal jurisdiction in – this judicial district.  
24

### 25                                   **PARTIES**

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1           7.       At all material times, Plaintiff is an individual residing in Maricopa County,  
2 Arizona, and is a former employee of Defendants.

3           8.       At all material times, Defendant Majors Law Group, P.C. was a  
4 professional corporation duly licensed to transact business in the State of Arizona. At all  
5 material times, Defendant Majors Law Group, P.C. does business, has offices, and/or  
6 maintains agents for the transaction of its customary business in Maricopa County,  
7 Arizona.

8  
9           9.       Defendant Majors Law Group, P.C. is an Arizona Corporation, authorized  
10 to do business in the State of Arizona and is at all relevant times Plaintiff's employer as  
11 defined by 29 U.S.C. § 203(d).

12  
13           10.      Under the FLSA, Defendant Majors Law Group, P.C. is an employer. The  
14 FLSA defines "employer" as any person who acts directly or indirectly in the interest of  
15 an employer in relation to an employee. At all relevant times, Defendant Majors Law  
16 Group, P.C. had the authority to hire and fire employees, supervised and controlled work  
17 schedules or the conditions of employment, determined the rate and method of payment,  
18 and maintained employment records in connection with Plaintiff's employment with  
19 Defendants. As a person who acted in the interest of Defendants in relation to the  
20 company's employees, Defendant Majors Law Group, P.C. is subject to liability under  
21 the FLSA.

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23  
24           11.      Defendants Dominic Majors and Jane Doe Majors are, upon information  
25 and belief, husband and wife. They have caused events to take place giving rise to the  
26 claims in this Complaint as to which their marital community is fully liable. Defendants  
27

1 Dominic Majors and Jane Doe Majors are owners of Defendant Majors Law Group, P.C.  
2 and were at all relevant times Plaintiff's employer as defined by the FLSA, 29 U.S.C. §  
3 203(d).

4 12. Under the FLSA, Defendants Dominic Majors and Jane Doe Majors are  
5 employers. The FLSA defines "employer" as any individual who acts directly or  
6 indirectly in the interest of an employer in relation to an employee. Dominic Majors and  
7 Jane Doe Majors are owners of Defendant Majors Law Group, P.C. At all relevant times,  
8 they had the authority to hire and fire employees, supervised and controlled work  
9 schedules or the conditions of employment, determined the rate and method of payment,  
10 and maintained employment records in connection with Plaintiff's employment with  
11 Defendants. As persons who acted in the interest of Defendants in relation to the  
12 company's employees, Defendants Dominic Majors and Jane Doe Majors are subject to  
13 individual liability under the FLSA.  
14

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16  
17 13. Plaintiff is further informed, believes, and therefore alleges that each of the  
18 Defendants herein gave consent to, ratified, and authorized the acts of all other  
19 Defendants, as alleged herein.

20  
21 14. Defendants, and each of them, are sued in both their individual and  
22 corporate capacities.

23 15. Defendants are jointly and severally liable for the injuries and damages  
24 sustained by Plaintiff.  
25  
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1           16. At all relevant times, Plaintiff was an “employee” of Defendants Majors  
2 Law Group, P.C., Dominic Majors, and Jane Doe Majors as defined by the FLSA, 29  
3 U.S.C. § 201, *et seq.*

4           17. The provisions set forth in the FLSA, 29 U.S.C. § 201, *et seq.*, apply to  
5 Defendants Majors Law Group, P.C., Dominic Majors, and Jane Doe Majors.  
6

7           18. At all relevant times, Defendants Majors Law Group, P.C., Dominic  
8 Majors, and Jane Doe Majors were and continue to be “employers” as defined by the  
9 FLSA, 29 U.S.C. § 201, *et seq.*  
10

11           19. The provisions set forth in the A.R.S. Title 23, Articles 7 and 8 apply to  
12 Defendants Majors Law Group, P.C., Dominic Majors, and Jane Doe Majors.

13           20. At all relevant times, Plaintiff was an “employee” of Defendants Majors  
14 Law Group, P.C., Dominic Majors, and Jane Doe Majors as defined by the Arizona  
15 A.R.S. § 23-350, *et seq.*  
16

17           21. At all relevant times, Defendants Majors Law Group, P.C., Dominic  
18 Majors, and Jane Doe Majors were and continue to be “employers” as defined by A.R.S.  
19 § 23-350.  
20

21           22. At all relevant times, Plaintiff was an “employee” of Defendants Majors  
22 Law Group, P.C., Dominic Majors, and Jane Doe Majors as defined by A.R.S. § 23-362.

23           23. At all relevant times, Defendants Majors Law Group, P.C., Dominic  
24 Majors, and Jane Doe Majors were and continue to be “employers” as defined by A.R.S.  
25 § 23-362.  
26  
27

24. Defendants Majors Law Group, P.C., Dominic Majors, and Jane Doe Majors individually and/or through an enterprise or agent, directed and exercised control over Plaintiff's work and wages at all relevant times.

25. Plaintiff, in his work for Defendants Majors Law Group, P.C., Dominic Majors, and Jane Doe Majors, was employed by an enterprise engaged in commerce that had annual gross sales of at least \$500,000.

26. At all relevant times, Plaintiff, in his work for Defendants Majors Law Group, P.C., Dominic Majors, and Jane Doe Majors, was engaged in commerce or the production of goods for commerce.

27. At all relevant times, Plaintiff, in his work for Defendants Majors Law Group, P.C., Dominic Majors, and Jane Doe Majors, was engaged in interstate commerce.

28. Plaintiff, in his work for Defendants Majors Law Group, P.C., Dominic Majors, and Jane Doe Majors, regularly handled goods produced or transported in interstate commerce.

#### **NATURE OF THE CLAIM**

29. Defendants own and/or operate as Majors Law Group, an enterprise located in Maricopa County, Arizona.

30. Plaintiff was hired by Defendants as a paralegal/legal administrator in approximately March 2022.

31. Upon information and belief, Defendants, in their sole discretion, agreed to pay Plaintiff a salary of \$60,000.00 per year.

1           32. Plaintiff worked one day for Defendants and thereafter left his employment  
2 with Defendants.

3           33. Plaintiff worked approximately 8 hours in his single day of work for  
4 Defendants.

5           34. Defendants have failed to compensate Plaintiff any wages whatsoever for  
6 the hours he worked for Defendants.

7           35. To date, Defendants have failed to compensate Plaintiff any wages  
8 whatsoever for the hours he spent performing work for Defendants.  
9

10           36. As a result of Defendants' having willfully and improperly refused to pay  
11 Plaintiff any wages whatsoever for the hours he spent working for Defendants,  
12 Defendants failed to pay the applicable minimum wage to Plaintiff.  
13

14           37. As a result of Defendants' having willfully and improperly refused to pay  
15 Plaintiff any wages whatsoever for the hours he spent working for Defendants,  
16 Defendants violated 29 U.S.C. § 206(a).  
17

18           38. As a result of Defendants' having willfully and improperly refused to pay  
19 Plaintiff any wages whatsoever for the hours he spent working for Defendants,  
20 Defendants have violated the AMWA, A.R.S. § 23-363.  
21

22           39. Defendants have and continue to violate the FLSA by not paying Plaintiff  
23 the full applicable minimum wage for all hours worked for Defendants.

24           40. Defendant have and continue to violate the AMWA by not paying Plaintiff  
25 the full applicable minimum wage for all hours worked for Defendants.  
26  
27

1           41. Defendant have and continue to violate the AWA by not paying Plaintiff  
2 wages owed for all hours worked for Defendants.

3           42. Plaintiff is a covered employee within the meaning of the FLSA.

4           43. Plaintiff is a covered employee within the meaning of the AMWA.

5           44. Plaintiff is a covered employee within the meaning of the AWA.

6           45. Plaintiff was a non-exempt employee.

7           46. Defendants refused and/or failed to properly disclose to or apprise Plaintiff  
8 of his rights under the FLSA.

9           47. Defendants individually and/or through an enterprise or agent, directed and  
10 exercised control over Plaintiff's work and wages at all relevant times.

11           48. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover  
12 from Defendants compensation for unpaid wages, an additional equal amount as  
13 liquidated damages, interest, and reasonable attorney's fees and costs of this action under  
14 29 U.S.C. § 216(b).

15           49. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover  
16 from Defendants compensation for unpaid minimum wages, an additional amount equal  
17 to twice the unpaid wages as liquidated damages, interest, and reasonable attorney's fees  
18 and costs of this action under A.R.S. § 23-363.

19           50. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover  
20 from Defendants compensation for his unpaid wages at an hourly rate, to be proven at  
21 trial, in an amount that is treble the amount of his unpaid wages, plus interest thereon,  
22 and his costs incurred under A.R.S. § 23-355.



**COUNT ONE: FAIR LABOR STANDARDS ACT**  
**FAILURE TO PAY MINIMUM WAGE**

51. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

52. Defendants willfully and improperly refused to pay Plaintiff any wages whatsoever for the hours he spent working for Defendants.

53. As a result, Defendants failed to pay the applicable minimum wage to Plaintiff.

54. Defendants' practice of willfully and improperly refusing to pay Plaintiff his paycheck for work he performed violated the FLSA, 29 U.S.C. § 206(a).

55. Plaintiff is therefore entitled to compensation for the full applicable minimum wage at an hourly rate, to be proven at trial, plus an additional equal amount as liquidated damages, together with interest, reasonable attorney's fees, and costs.

**WHEREFORE**, Plaintiff, Jeremy Frey, respectfully requests that this Court grant the following relief in Plaintiff's favor, and against Defendants:

A. For the Court to declare and find that the Defendant committed one of more of the following acts:

i. Violated minimum wage provisions of the FLSA, 29 U.S.C. § 206(a), by failing to pay proper minimum wages;

ii. Willfully violated minimum wage provisions of the FLSA, 29 U.S.C. § 206(a) by willfully failing to pay proper minimum wages;

- 1 B. For the Court to award Plaintiff's unpaid minimum wage damages, to be  
2 determined at trial;
- 3 C. For the Court to award compensatory damages, including liquidated  
4 damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;
- 5 D. For the Court to award prejudgment and post-judgment interest;
- 6 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the  
7 action pursuant to 29 U.S.C. § 216(b) and all other causes of action set  
8 forth herein;
- 9 F. Such other relief as this Court shall deem just and proper.

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11  
12 **COUNT TWO: ARIZONA MINIMUM WAGE ACT**  
13 **FAILURE TO PAY MINIMUM WAGE**

14 56. Plaintiff realleges and incorporates by reference all allegations in all  
15 preceding paragraphs.

16 57. Defendants willfully and improperly refused to pay Plaintiff any wages  
17 whatsoever for the hours he worked for Defendants during his employment with  
18 Defendants.

19  
20 58. As a result, Defendants failed to pay the applicable minimum wage to  
21 Plaintiff.

22 59. Defendants' practice of willfully failing or refusing to pay Plaintiff at the  
23 required minimum wage rate violates the AMWA, A.R.S. § 23-363.

24 60. Plaintiff is therefore entitled to compensation for the full applicable  
25 minimum wage at an hourly rate, to be proven at trial, plus an additional amount equal to  
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twice the unpaid wages as liquidated damages, together with interest, reasonable attorney's fees, and costs.

**WHEREFORE**, Plaintiff, Jeremy Frey, respectfully requests that this Court grant the following relief in Plaintiff's favor, and against Defendants:

- A. For the Court to declare and find that the Defendants committed one of more of the following acts:
  - i. Violated minimum wage provisions of the AMWA, A.R.S. § 23-363, by failing to pay proper minimum wages;
  - ii. Willfully violated minimum wage provisions of the AMWA, A.R.S. § 23-363 by willfully failing to pay proper minimum wages;
- B. For the Court to award Plaintiff's unpaid minimum wage damages, to be determined at trial;
- C. For the Court to award compensatory damages, including liquidated damages pursuant to A.R.S. § 23-364, to be determined at trial;
- D. For the Court to award prejudgment and post-judgment interest;
- E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the action pursuant to A.R.S. § 23-364 and all other causes of action set forth herein;
- F. Such other relief as this Court shall deem just and proper.

**COUNT THREE: ARIZONA WAGE ACT**  
**FAILURE TO PAY WAGES OWED**

1           61. Plaintiff realleges and incorporates by reference all allegations in all  
2 preceding paragraphs.

3           62. Defendants willfully failed or refused to pay Plaintiff any wages  
4 whatsoever for the hours he spent working for Defendants during the final pay period of  
5 his employment with Defendants.  
6

7           63. Defendant's practice of willfully failing to pay Plaintiff wages for labor  
8 performed violates the AWA, A.R.S. § 23-351.

9           64. Plaintiff is therefore entitled to compensation for all applicable wages at an  
10 hourly rate, to be proven at trial, in an amount treble the unpaid wages, together with  
11 interest, and costs of this action.  
12

13           **WHEREFORE**, Plaintiff, Jeremy Frey, individually, respectfully requests that  
14 this Court grant the following relief in Plaintiff's favor, and against Defendants:  
15

- 16           A. For the Court to declare and find that the Defendants violated A.R.S. Title  
17 23, Chapter 2, by failing to pay wages owed to Plaintiff;
- 18           B. For the Court to award compensatory damages, including treble the amount  
19 of wages owed to Plaintiffs, pursuant to A.R.S. § 23-355, to be determined  
20 at trial;  
21
- 22           C. For the Court to award prejudgment and post-judgment interest;
- 23           D. For the Court to award Plaintiff reasonable attorneys' fees and costs;
- 24           E. Such other relief as this Court shall deem just and proper.  
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**JURY TRIAL DEMAND**

Plaintiff hereby demands a trial by jury on all issues so triable.

RESPECTFULLY SUBMITTED this 8<sup>th</sup> Day of September, 2022.

BENDAU & BENDAU PLLC

By: /s/ Christopher J. Bendau

Clifford P. Bendau, II

Christopher J. Bendau

*Attorney for Plaintiff*

BENDAU & BENDAU PLLC  
P.O. Box 97066  
Phoenix, AZ 85060

**VERIFICATION**

Plaintiff, Jeremy Frey, declares under penalty of perjury that he has read the foregoing Verified Complaint and is familiar with the contents thereof. The matters asserted therein are true and based on his personal knowledge, except as to those matters stated upon information and belief, and, as to those matters, he believes them to be true.

  
Jeremy Frey (Sep 8, 2022 18:16 PDT)

Jeremy Frey